

THE PENINSULA REGENT

Residence and Care Agreement

Continuing Care

(FOLLOWING SALE OF UNIT TO PROVIDER)

_____ **2026**

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THE PENINSULA REGENT

RESIDENCE AND CARE AGREEMENT (CONTINUING CARE)

This Residence and Care Agreement (Continuing Care) (“Agreement”) is made and entered into this ____ day of _____, 202_ (the “Effective Date”), by and between Bay Area Senior Services, Inc. (“BASS”), a California nonprofit public benefit corporation, and Pacific Retirement Services, Inc., an Oregon nonprofit public benefit corporation (“PRS”) on the one side, and _____ (referred to in this Agreement as “You” or as “resident”) on the other side. BASS and PRS are jointly referred to in this Agreement as “Providers” unless otherwise indicated. If two persons have executed this Agreement, the term “You” or “resident” refers to each of you, and the rights and obligations of each are joint and several, except as the context otherwise requires.

You are contracting with both BASS and PRS under this Agreement. BASS operates The Peninsula Regent as a continuing care retirement community located at One Baldwin Avenue, San Mateo, California, 94401 and therefore will be performing the duties and exercising the rights on behalf of Providers under this Agreement. PRS is the sole member, or “parent,” of BASS. As the sole member, PRS has the exclusive authority, as set forth in BASS’ Bylaws, to make certain decisions on behalf of BASS. Some of these decisions (e.g., approval of budgets and fee adjustments) may affect The Peninsula Regent and this Agreement. BASS’ Bylaws, including the reserved powers of PRS described in the Bylaws, are subject to change from time to time. A copy of PRS’ current reserved powers is available for inspection. PRS is a signatory to this Agreement as a Provider in recognition that, based on the current nature of its relationship with BASS, it is responsible as a Provider for fulfilling BASS’ duties and exercising its right in the event of BASS’s failure to do so.

BASS operates The Peninsula Regent on a nondiscriminatory basis and affords equal treatment and access to services to all eligible persons regardless of sex, race, color, religion, national origin, marital status, registered domestic partner status, ancestry, or actual or perceived sexual orientation, gender identity, gender expression, or human immunodeficiency virus (HIV) status. By entering into this Agreement, you will have a right to reside in and receive services at The Peninsula Regent, as described in this Agreement.

You are presently a resident of The Peninsula Regent under a Membership Agreement with Providers in your capacity as owner of Unit ____ (your “unit” or “residence”). Simultaneously with entering into this Residence and Care Agreement, you are entering into a Purchase and Sale Agreement to sell your unit to BASS. BASS will be the sole owner of your unit upon consummation of the transaction under the Purchase and Sale Agreement. This Residence and Care Agreement will supersede your Membership Agreement, which will remain in suspension unless and until you cancel this Agreement during the Cancellation Period under Section XI.A below and which will terminate upon the closing of the sale of your unit following the end of the Cancellation Period.

I. RESIDENT FEES

A. Entrance Fee

Your Entrance Fee is your unit, which you will be transferring to BASS under the Purchase and Sale Agreement after a 90-day cancellation period and for which BASS is providing a promissory note accompanied by a deed of trust to secure payment of the Repayment Benefit (as defined in Section XI.B.1 below), to be paid to you or your estate no later than the Repayment Benefit Due Date (as defined in Section XI.B.3 below) after you vacate your unit. The price of the unit at the time of transfer deemed paid by BASS to you, and therefore the amount of your Entrance Fee deemed paid by you to BASS, will be _____ dollars (\$_____). Exhibit A explains how the value of the unit is being ascertained for purposes of calculating your Entrance Fee.

B. Monthly Fee

- 1. Regular Payment.** You agree to pay the Monthly Fee as a condition of continued residency at The Peninsula Regent. Your occupancy and use of accommodations are contingent upon your regular payment of the Monthly Fee.
- 2. Occupancy by Second Person.** Except as provided below, no person other than you (or both of you) may occupy your residence except with the express written approval of BASS. In the event that a person who is not a party to this Agreement is accepted for residency at The Peninsula Regent, a substantial entrance fee may be charged, as determined by BASS and for each subsequent month the then current additional

monthly charges for additional persons shall be paid. If such second person does not meet the requirements for residency, he or she will not be permitted to occupy the residence except in accordance with then current visitor policies or with the express written approval of BASS.

- 3. Monthly Statement.** Each month, you will receive a written fee statement that includes the Monthly Fees due for the next billing period and the fees due for optional services rendered during the preceding billing period. The statement will reflect the applicable billing periods, which generally will be the next or preceding calendar month. BASS will allow a minimum of fourteen (14) calendar days between the date a statement is sent and the date payment is due. Your Monthly Fee is due and payable so long as this Agreement is in effect. Payments received late are subject to late charges as outlined in the Amenity Manual (**Exhibit D**). The amounts and basis for imposing late payment charges and accrued interest on delinquent payments will appear on your monthly statement. Fees are due commencing on the first day of the calendar month following execution of this Agreement and prorated for any partial month at the beginning and end of this Agreement.

- 4. Initial Monthly Fee.** Your initial Monthly Fee is as follows:

First Person	_____
Second Person	_____
Total Monthly Fee	_____

If you are absent from your residence for an extended period for any reason (including health reasons), BASS may reduce your Monthly Fee to take into account missed meals in accordance with the then current policy set forth in the Amenity Manual (**Exhibit D**).

- 5. Monthly Fee Adjustments.** BASS agrees to maintain the Monthly Fee at the lowest feasible cost consistent with sound financial practices and maintenance of the quality and quantity of services called for within this Agreement. BASS may, at its discretion, adjust your Monthly Fee upon giving you sixty (60) days' advance

written notice. Adjustments will be calculated based on BASS' projected costs and economic indicators. Such factors may include reserves for expansion, bond reserve requirements, capital expenditures, administration costs and fees, future operating expenses, costs of improvements, working capital, changes in the Consumer Price Index, actuarial requirements, compliance with local, state and federal regulations, and changes in contract services or other costs deemed to be in the best interest of The Peninsula Regent.

Please refer to the **Supplemental Document Tab** for a historic schedule of the average Monthly Fees charged at The Peninsula Regent during the past five (5) years.

- 6. Property Taxes.** BASS shall be responsible for the timely payment of all real property taxes and assessments levied against or attributable to the unit. Provided, however, that you shall reimburse BASS, annually upon demand, for the full amount of any such taxes and assessments allocable to the unit. BASS shall use commercially reasonable and good faith efforts to apply for, obtain, and maintain any available exemption from real property taxes with respect to your residential unit no later than one year after the Effective Date of this Agreement, but only to the extent Providers reasonably determines, after consultation with tax counsel, tax advisors, or other appropriate professionals, that such exemption is legally available and that pursuing the exemption is likely to be granted. Providers shall have no obligation to seek or maintain any such exemption if Providers reasonably believe that (a) the exemption is unavailable, unlikely to be granted, or subject to material challenge, (b) the costs, burdens, conditions, or restrictions associated with pursuing or maintaining the exemption outweigh the anticipated benefits, or (c) pursuing or maintaining the exemption could reasonably be expected to adversely affect the ownership, operation, financing, tax status, or regulatory compliance of the community or Providers. No assurance is made that any exemption will be available, granted, or continued, and Providers shall not be liable for any failure to obtain or maintain any such exemption so long as Providers have acted in good faith in accordance with this Section.

II. RESIDENT SERVICES

A. Services Included in Your Monthly Fee

You will be provided with the following services included in your Monthly Fee:

1. Three balanced, nutritious meals and snacks are available and provided daily in the Main Dining Room, The Bistro, and the Assisted Living Dining Room. Special diets prescribed by a physician as medically necessary will also be provided. Your monthly meal plan includes a maximum number of meal points, as specified in the Monthly Allocation of Meals Addendum. Meal points may be used for meals served in the Main Dining Room, The Bistro, and the Assisted Living Dining Room. If you use more meal points than your monthly allocation allows, you will be responsible for paying separately for the additional meals. You are also responsible for paying for any other dining services that are not included in your monthly meal point allocation. Weekly housekeeping service.
2. Weekly bath and bedroom linen service provided you use The Peninsula Regent's linen.
3. An activity program - social, educational, cultural and recreational - for those who wish to participate.
4. Scheduled local transportation, including transportation for nearby medical appointments.
5. Use of all recreational facilities, such as the fitness center and the swimming pool.
6. Water, sewer and garbage, together with basic internet connection as set forth in the Amenity Manual (see **Supplemental Document Tab**).
7. Maintenance of building and grounds, including routine maintenance of your residence, as explained in the Amenity Manual (**Exhibit D**). As a convenience, the residential hallways will be maintained by BASS under a renewable contract with the Homeowners' Association.

8. Security measures include video surveillance system in some of the common areas, (which will not be monitored by staff), a bathroom emergency pull-cord system, and daily check-ins to determine a resident's presence and status. By signing this Agreement, you consent to the use of video surveillance in the common areas.
9. Marketing to prospective residents and qualifying these prospects for residency at The Peninsula Regent.

B. Services Available for an Additional Fee

1. You will be responsible for paying for your own electricity, which will be individually metered for your residence. In addition, you will be responsible for paying for your own telephone service and cable service, and for any internet upgrades beyond the basic internet connection described in the Amenity Manual (see **Supplemental Document Tab**).
2. Upon your request, guest accommodations, additional meals (breakfast, lunch, snack and guest meals), special diets, additional housekeeping, special transportation, companion and private attendant care, and other special services will be made available, upon arrangement and for an extra charge. There may be occasions when services such as guest accommodations will be fully reserved and in such cases these services may not be available to everyone who desires them.
3. You will be provided with one (1) covered parking space at an extra charge if you have a current driver's license and an automobile that is registered and insured in your name and that you regularly drive.
4. A list of charges for these additional services will be made available to you periodically, and may be changed by BASS at any time on thirty (30) days advance notice to you. The Additional Charges in effect at the time this Agreement is executed are provided in **Exhibit B**.

C. Changes in Services

BASS may change the scope of any component of care or other services upon giving at least thirty (30) days' advance notice to you.

D. Suspension of Services

BASS may, at its discretion, suspend your access to any service in the event that you participate in an inappropriate or disruptive way. This includes any action that is offensive or detrimental to the health, safety, comfort or peaceful living of any other resident or staff member.

In the event of the first disturbance, BASS will call the issue to your attention. BASS will schedule a meeting with you and any representative to discuss the disruptive behavior. This meeting will serve as your first and only warning. If the behavior persists, BASS may suspend your access to the service for up to fourteen (14) days. In that event, BASS will continue to provide all essential services through alternative means. BASS will also explore different ways for you to access non-essential services. However, any alternatives may come at your expense.

After fourteen (14) days, your access to the services will be restored. If any additional disruption occurs, BASS, at its discretion, may enforce another suspension or terminate this Agreement, as described in Section XI below.

III. HEALTHCARE PROGRAM

BASS is committed to providing a community at The Peninsula Regent that helps you maintain your good health and independence. These services are also designed to help you identify any changes in your health or care needs. BASS has a Healthcare Program that combines care provided by its staff at The Peninsula Regent with services and care provided by outside professionals. The type of care you receive, where it is provided and how it will be paid for will be determined by your specific needs and circumstances.

As a resident, you must enroll in Medicare's Hospitalization (Parts A) and Physician (Part B) plans or have equivalent coverage. You also must enroll in a Medicare Supplemental Plan (MediGap) or have equivalent coverage.

Participation in the Medicare Prescription Drug Plan (Part D) and a Long Term Care Insurance program is encouraged but currently at your discretion. Should you be eligible for these or other government-sponsored health insurance plans now or in the future, enrollment may be made a condition of this Agreement.

The health insurance requirement for The Peninsula Regent has multiple components: Medicare, other governmental programs and private policies. Future changes in Medicare and the availability and cost of other insurance coverage may affect the scope and cost of your coverage.

BASS will cover the cost of some of its Healthcare Program from your Monthly Fee, and will draw on the financial resources of the Medicare program, other governmental insurance programs, private insurance and your own payments to the extent that the cost is not fully covered by one of the other sources.

A. Services Provided to All Residents

1. Health Services Staff

Health Services staff include licensed nurses and trained caregivers. Staff will regularly observe and evaluate you to help you respond to your health, dietary and social needs and any need for special services.

You may elect to receive assistance from licensed agencies unrelated to BASS or The Peninsula Regent. This service, sometimes referred to as “companion care” or “private duty”, must have prior approval by BASS. BASS reserves the right to withdraw this option and, in the future, may require that all such assistance be provided by staff of The Peninsula Regent. Staff of The Peninsula Regent will also monitor the ongoing service. BASS may charge an administrative fee for this monitoring, as shown in the Additional Charges (**Exhibit B**). You will be responsible for all charges by the agency, some of which may be covered by your insurance policies. Provision of all these services will be done in a manner consistent with the policies and procedures of The Peninsula Regent and in compliance with the regulations governing care under The Peninsula Regent’s licenses as a Continuing Care Retirement Community and a Residential Care Facility for the Elderly.

2. Coordination of Benefits

Staff from The Peninsula Regent will assist with the administration of your medical benefits, including the completion and filing of necessary forms, if you so desire. Your cooperation in the coordination of your insurance benefits is essential to the success of this service. You remain responsible for the payment of all costs associated with maintaining the required health insurance coverages including such items as premiums, deductibles and co-insurance. In order to make certain that the medical benefits are administered properly, you shall, from time to time as appropriate, take such action and execute such forms as are necessary to secure the payment to any hospital, skilled nursing facility, or other provider of services (including reimbursement to BASS for services rendered by it), or to any physician of any and all amounts payable for goods or services provided to you and for which benefits, such as Medicare or insurance, are available, or may be available in the future.

You agree to execute an Authorization for Use or Disclosure of Medical Information, in the form specified by BASS, granting the appropriate member of The Peninsula Regent staff access to your health insurance information for the purpose only of applying for benefits or otherwise handling all matters relating to the receipt and administration of all health-related public and private benefits to which you are entitled, including, but not limited to Medicare.

B. Additional Assistance

If you need assistance with bathing, dressing, grooming, or arranging necessary medical care; BASS may be able to provide it at The Peninsula Regent. Medication management and dispensing your medications is also offered but requires for us to centrally store and dispense your medications to you. Staff of The Peninsula Regent will work with you and your healthcare advisors to carefully evaluate your needs and determine the type of assistance. Such assistance will be provided by the most appropriate staff, in the most appropriate location: your residence; the assisted living studios; or an outside facility. Staff of The Peninsula Regent may monitor the care provided by an outside facility. The cost to you of this assistance will be determined by its duration and where it is provided. The cost may be offset by payments from your insurance programs. The details of each type of additional assistance are shown below.

Staff of The Peninsula Regent will observe your health status on a regular basis to help you to respond to your changing health needs and to determine when intervention is appropriate. This will include periodic assessments of your functional capabilities, physical status, mental condition, and social factors. BASS will make the assessment tool that they use available to you upon request. BASS will update your assessment annually, or as necessary to reflect a significant change in your condition, or to keep the assessment accurate. You will be expected to cooperate by making yourself available and by providing accurate information to allow BASS to fulfill its obligations to you.

1. Care In Your Residence

- (a) The Peninsula Regent Health Services Department may be able to provide assistance should you have a need that can be safely and effectively met in your unit. If this assistance involves Temporary Care in Your Residence, you will not incur any additional charges from BASS. “Temporary Care in your Residence” refers to care for a passing condition that requires no more than one (1) hour per day and extends for no more than thirty (30) days duration annually. It does not include care for any part of a condition that is chronic or permanent, whether at the onset or afterwards. A fee may be charged for services that: extend beyond a thirty (30)-day duration; occur more frequently than once a day, require more than one (1) hour per visit; or, require the services of specialized staff. The Additional Charges (**Exhibit B**) details these charges, which are subject to change with appropriate notice. Regardless of the foregoing, The Peninsula Regent Health Services Department may not provide services for more than twelve (12) hours per day. A resident requiring such services must transfer to the appropriate higher level of care in accordance with Section III.C.
- (b) The Health Services Department staff at The Peninsula Regent will periodically evaluate you while you are receiving assistance in your residence to assure that such care is appropriate for that location, consistent with the policies and procedures of The Peninsula Regent and in compliance with the regulations governing care under The Peninsula Regent’s licenses as a

Continuing Care Retirement Community and a Residential Care Facility for the Elderly. In the event that the evaluation reveals that you must be transferred to a higher level of care, BASS will proceed in accordance with Section III.C.

2. Assisted Living Facilities, Other Specialized Care Facilities and Skilled Nursing Facilities

- (a) Should you need care that is best provided outside your residence, the Executive Director and Health Services Department staff at The Peninsula Regent, in consultation with you, your family/representative and your health care advisors, will determine the appropriate location in accordance with Section III.C and consistent with the Transfer and Review Procedure (see **Supplemental Document Tab**). As appropriate, BASS may utilize the assisted living studios at The Peninsula Regent, if space is available, or outside licensed facilities. You and your care advisors will have freedom of choice among the available and appropriate facilities.
- (b) BASS will cover the basic cost of the first thirty (30) days of Temporary Care in Assisted Living on an annual basis in assisted living at The Peninsula Regent or in an outside assisted living facility licensed as a Residential Care Facility for the Elderly. Such coverage shall be subject to a daily maximum rate. “Temporary Care in Assisted Living” refers to care for a passing condition and does not include care for any part of a condition that is chronic or permanent, whether at the onset or afterwards. You may be subject to an additional cost if the charge from the outside facility you select exceeds the daily rate then in place for The Peninsula Regent assisted living studios. The Additional Charges (**Exhibit B**) details this rate. The cost of care for stays lasting longer than thirty (30) days will be your responsibility. Your insurance policies may cover some or all of these costs
- (c) While in assisted living at The Peninsula Regent, you will receive, in addition to the services described in the other sections of this Agreement,

assistance with daily activities such as bathing, dressing, grooming, medication monitoring, assistance in arranging necessary medical care, and regular observation of your condition. Such assistance will be at the level determined to be appropriate for your condition, at the charges set forth in the Additional Charges (**Exhibit B**).

- (d) Should you need care in a facility licensed as a skilled nursing facility, you may receive it at Saratoga Retirement Community in Saratoga, California, if space is available, or at any alternate facility of your choice. Some of the cost of this care may be covered by your insurance policies. You are responsible for any uninsured portion regardless of the length of your stay.

3. Emergency Response

In accordance with California law, there is on the premises and on duty at all times at least one staff member who is trained in CPR (cardiopulmonary resuscitation) and first aid. Staff are trained to call 911 if an injury or other circumstance results in an imminent threat to a resident's health including, but not limited to, an apparent life-threatening medical crisis. Staff are not required to perform CPR, but in compliance with California law, BASS cannot prevent a staff member who is trained in CPR from administering it. Please notify The Peninsula Regent if you have an advance health care directive or POLST (physician orders for life-sustaining treatment) that contains information about your desires regarding CPR and other life-sustaining treatment or intervention.

4. Hospitalization and Physician Services

If you require hospitalization, you may go to the licensed acute care facility of your choice. A portion of the cost of this care is likely to be covered by your insurance policies, such as Medicare, Part A. You are responsible for any uninsured portion.

Selection of a physician or other health care providers is your choice. A portion of the cost of this care is likely to be covered by your insurance policies, such as Medicare, Part B. You are responsible for any uninsured portion.

C. Transfers to Another Level of Care

Should the Executive Director and the Health Services Staff at The Peninsula Regent determine it necessary for you to leave your residence, either on a short term or long term basis, BASS will work with you, your family and your healthcare advisors to select the most appropriate location. This Agreement remains in effect when you are away from your residence, unless terminated as described in Section XI.

1. Statutory Grounds for Transfer.

Under the law, BASS may transfer you to assisted living or an outside facility, as appropriate, if any of the following grounds exists:

- (a) You become nonambulatory as this term is defined in Section 13131 of the California Health and Safety Code. A copy of Section 13131 of the California Health and Safety Code is available to you upon request;
- (b) You develop a physical or mental condition that is detrimental to or endangers your health, safety, or well-being or that of another person;
- (c) Your condition or needs require that you be relocated to assisted living at The Peninsula Regent or to an outside assisted living or skilled nursing facility, because the level of care required by you exceeds that which may be appropriately provided in your residence; or
- (d) Your condition or needs require that you be relocated to a nursing facility, hospital, or other facility, and BASS has no facilities available to provide that level of care at The Peninsula Regent.

2. Considerations in Making Transfer Decision.

In making this decision, BASS will take into consideration the appropriateness and necessity of the relocation, and the goal of promoting resident independence. Resident retention limitations set by the state or by BASS are set forth in **Supplemental Document Tab.**

3. Transfer and Review Procedure.

If it determines that you need to be transferred permanently outside your residence on one of the grounds set forth in this Section III.C, BASS shall follow the Transfer and Review Procedure set forth in the **Supplemental Document Tab**.

- (a) **Assisted Living.** You may move to assisted living at The Peninsula Regent if available and appropriate for your care. In that case, this Residence and Care Agreement will terminate and you will be required to enter into a new Residence and Care Agreement.
- (b) **Outside Facility.** Alternatively, you may be required to transfer to an outside assisted living facility, a memory care facility, skilled nursing facility or other treatment facility, as appropriate. In that case, this Residence and Care Agreement will terminate and you will be required to enter into appropriate arrangements with the outside facility to which you are transferred.
- (c) **Skilled Nursing Facility.** If you require transfer to a skilled nursing facility, an outside assisted living facility or other treatment facility (collectively “Outside Facility”), BASS shall not be responsible for the acts or omissions of the Outside Facility or any other facility, person, or entity which is not under its control.
- (d) If you require hospitalization for an acute illness, you may go to the licensed acute care facility of your choice.
- (e) If you request review of BASS’s transfer decision, you agree to pay for any extra care that BASS determines in writing to be necessary to allow you to remain in your residence or in an assisted living residence during the review process.

4. Transfer and Review Procedure of a Second Resident

- (a) **Transfer within The Peninsula Regent:** If you jointly occupy your residence, and you divorce, separate, or otherwise wish to live separately while at The Peninsula Regent, either of you may transfer from your residence to a different residence, if available. The transferring resident will then pay the Entrance Fee and Monthly Fee for single occupancy of his or her new residence. If both of you transfer to two (2) separate residences, you will each be entitled to a credit of fifty percent (50%) of the original Entrance Fee to be applied to the current Entrance Fee of each new residence, unless otherwise provided in a written agreement executed by both of you and provided to BASS. If either of you wishes to terminate your Agreement, Section XI.G below will apply.
- (b) If two (2) of you occupy your residence, and one Resident terminates this Agreement, this Agreement shall continue in full force as to the remaining Resident, and the Monthly Fee will be adjusted to single occupancy of the residence being occupied. No refund or Repayment Benefit will be calculated or due until this Agreement is terminated with respect to the last remaining Resident. Any refund or Repayment Benefit due will be allocated on a fifty percent (50%) basis to each of you, unless otherwise agreed to in writing (see Section XI.G regarding allocation of Entrance Fees paid when two (2) of you sign this Agreement).

5. Notice of Residents' Rights.

Whenever it is proposed that you be moved to a different level of care, you will receive a copy of the Statement of Residents' Rights (**see Supplemental Document Tab**).

6. Return to Residence Following Temporary Transfer.

BASS's obligations under this Agreement remain in force upon your return to your residence subsequent to a temporary transfer to a higher level of care. Your transfer will be deemed temporary if BASS, in consultation with you, your family/representative, if any, and

your personal physician, determine that it is feasible for you to resume living in your residence.

IV. ENTRY INTO RESIDENCE

BASS and its agents shall have the right at any reasonable time to enter into your residence so long as it does not unreasonably interfere with your privacy and reasonable use of the residence, for the purposes of responding to emergencies, performing services and making any necessary repairs, observations of the condition of the residence, alterations or additions to any portion of the residence, complying with laws, ordinances and regulations, protecting the residence, or for any other lawful purpose, including, if you have given notice of termination pursuant to Section XI, the display of your residence to prospective buyers. In addition, since each unit of The Peninsula Regent is included in The Peninsula Regent's license as a Residential Care Facility for the Elderly, any duly authorized agent of the Department of Social Services may, upon stating the purpose of his or her visit, enter and inspect any portion of The Peninsula Regent, without advance notice. You agree to permit such access.

V. LIABILITY AND PROPERTY DAMAGE

A. Liability in General

You accept full responsibility for any injury or damage caused to others, or suffered by you, as a result of your own acts or omissions, and those of your pets, guests or invitees, and you shall defend, indemnify and hold harmless Providers and their respective officers, directors, agents, employees, and insurers from any and all liability for such injury or damage, including attorneys' fees. You agree to maintain general liability insurance in an amount and form satisfactory to Providers to cover such liability.

B. Property Damage

Providers shall not be responsible for the loss of or damage to any property belonging to you due to theft, fire, or any cause beyond the control of Providers. You are required to obtain insurance protection to cover the full replacement value of all your personal property at The Peninsula Regent, and to furnish BASS with evidence of such protection upon request. You shall also be responsible for any loss or damage that you or your guests cause to the property of The Peninsula Regent that is not the result of ordinary wear and tear.

C. Renter's Insurance

Insurance policies that provide the coverage required under Section V are often marketed as “renter’s insurance.” While that term is commonly used, residents of The Peninsula Regent are not renters or tenants. Under this Agreement, residents do not lease their residences and do not acquire any ownership or other real property interest in their unit. Instead, they hold a contractual license to occupy their unit as part of The Peninsula Regent's continuing care program. A license allows a resident to live in and use a specific residence while receiving services and care from BASS, but it does not create a landlord-tenant relationship and is not governed by landlord-tenant law. Policies commonly referred to as “renter’s insurance” are acceptable so long as they provide the required personal property coverage and at least three hundred thousand dollars (\$300,000) in personal liability coverage, including coverage for damage to the unit and injury or damage to other residents, guests, staff, The Peninsula Regent, or other third parties arising from conditions or events within the unit.

VI. INTERRUPTION OF SERVICES

Interruption of services or failure to maintain services provided in this Agreement shall not constitute a breach of this Agreement if it results from causes beyond the reasonable control of Providers, including, but not limited to, strikes, lockouts, or other labor disturbances, government orders, regulations and embargoes, shortages of labor or materials, or inclement weather, fire, flood, earthquake, or other casualty, or conduct of residents. Providers shall, in any such event, use their best efforts to sustain or restore service or provide substitute service.

VII. HOLD HARMLESS

You agree to indemnify, defend, keep, save and hold Providers, their partners, directors, officers, employees, agents, residents, affiliates, subsidiaries, and successors and assigns, harmless and free from all liability, penalties, losses, damages, costs, expenses, causes of action, claims and judgments arising by reason of any injury or damage to any person or persons, or property of any kind, and to whomsoever belonging, including damage to The Peninsula Regent arising out of your acts or the acts of your invitees during the term of this Agreement or any occupancy, except to the extent such injury or damage was proximately caused by the negligence of Providers or their agents. Without limiting the generality of the foregoing, you shall bear the

cost of labor and materials for maintenance and repairs necessitated by your willful or negligent acts or those of your invitees, and you shall have responsibility for repair and replacement when necessary of your furniture and furnishings except for damage caused by willful or negligent acts of Providers or their agents. No officer, director, principal, agent, or employee of Providers shall have any personal liability to you for the performance of this Agreement.

Nothing in this Agreement limits either Providers' obligation to provide adequate care and supervision for you or any liability on the part of Providers which may result from its failure to provide such care and supervision.

VIII. WAIVER OF ONE BREACH NOT A WAIVER OF ANY OTHER

The failure of Providers in any instance or instances to insist upon your strict performance or observance of, or compliance with any of the terms or provisions of this Agreement, shall not be construed to be a waiver or relinquishment by Providers of their right to insist upon strict compliance by you with all of the terms and provisions of this Agreement.

IX. PROVISIONS WITH RESPECT TO YOUR RESIDENCE

A. Changes by BASS

BASS may effect changes in any residence in The Peninsula Regent at any time to meet the requirements of the law.

B. Repair and Change of Damaged Accommodations

In the event all or a part of The Peninsula Regent improvements are destroyed or damaged by fire or other loss insured against, BASS will proceed with reasonable diligence to cause the improvements to be restored to their condition prior to such damage or destruction, or at BASS's election to an improved condition. If, during such restoration and repair period, your residence is not suitable for occupancy, BASS shall, to the extent reasonably possible, furnish reasonably comparable substitute quarters within the County of San Mateo, and will continue to furnish to you during any repair or reconstruction period the goods and services required by this Agreement, or appropriate substitutes.

C. Residential Temporary Relocation

BASS will follow the procedures outlined in the Policy and Procedure on Residential Temporary Relocations in the Supplemental Documents Tab in the event that The Peninsula Regent undergoes a change of use, major repair, or renovation that requires BASS to relocate you from your residence to another accommodation at The Peninsula Regent or off-site, for a period of nine (9) to eighteen (18) months. If the residential temporary relocation exceeds eighteen (18) months, you will have the option to terminate this Agreement. In that case, you will have the same rights as you would have if you relocated permanently as a result of The Peninsula Regent ceasing to operate as a continuing care retirement community, as set forth in the document titled Termination as Continuing Care Retirement Community (see Supplemental Document Tab). This provision does not apply to relocations caused by a natural disaster that is out of BASS's control.

D. Furnishings and Belongings

BASS will be responsible for furnishings in your residence only as stated in the Amenity Manual (**Exhibit D**). You may decorate your residence in accordance with your own individual tastes and preferences. However, decorations and all other modifications that would affect the exterior appearance of your residence require BASS's prior written approval. If, after taking possession of your residence, you wish to re-carpet or paint the interior of your residence, you may do so at your own expense. You are at liberty to use your own furniture, minor appliances, and special equipment, provided that the safety standards of The Peninsula Regent are met (See the Amenity Manual (**Exhibit D**)). You or your estate will be responsible for removing all such furniture, minor appliances and special equipment when your residence is vacated.

BASS will be responsible for making all necessary repairs to your residence, including repairs to appliances and furnishings owned by BASS. However, you will be responsible for reimbursing BASS for the cost of any repairs to your residence, and appliances and furnishings owned by BASS that are not the result of normal wear and tear.

E. Alterations

You may make alterations, additions, or modifications to your residence, provided that (1) you obtain the prior written approval of BASS to make the specific alterations, additions, or

modifications; (2) you contract for these changes (including payment) directly with the BASS-approved contractor performing the work; and (3) you assume sole financial responsibility for these changes. All such changes must be in compliance with applicable safety and government codes and regulations. You or your estate may be responsible for the fees associated with restoring the original decor when your residence is vacated, unless BASS, in its sole discretion, exempts you in writing from this requirement.

F. No-Smoking Community

The Peninsula Regent is a non-smoking community. You agree that neither you nor any guest or invitee shall smoke anywhere at The Peninsula Regent, including your residence, the assisted living studios, the grounds, or the common areas. The sole exception shall be an area on the grounds that is specifically designated for smoking by residents, visitors, staff, and contractors (see Amenity Manual (**Exhibit D**)).

G. No Firearms Community

The Peninsula Regent is a no-firearms community. You agree that neither you nor any guest or invitee shall carry or store a firearm or ammunition anywhere at The Peninsula Regent, including your residence, the assisted living studios, the grounds, and the common areas for the entirety of their stay in The Peninsula Regent. There is no exception for any member, visitor, staff member, or contractor. BASS may, at its discretion, allow you to possess an antique firearm so long as it has been made completely and permanently inoperable.

H. Pet and Service Animal Policy

The Peninsula Regent is a pet friendly community. If you receive prior approval to keep a pet at The Peninsula Regent, you will be required to adhere to the rules and regulations regarding pets as set forth in the Amenity Manual.

Certified service animals providing assistance to residents with disabilities shall not be subject to any common area restriction. Service animals must be permitted to accompany the individual to all areas of the facility where the members are normally allowed to go.

A service animal is defined as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Emotional support animals are expressly

precluded from qualifying as service animals. All animals are subject to behavior and hygiene rules.

X. RESIDENTS' COUNCIL & FAMILY COUNCIL

A. Residents' Council

BASS shall assist the residents in organizing a Residents' Council which may convene and confer to review matters relating to continuing care and other services, such as, budgets, policies and procedures, social and recreational programs, and to raise matters of concern among the resident population to the administration. Information regarding the time, place, and dates of Residents' Council meetings is posted on the community bulletin board. BASS will also give you the name of the resident representative to contact regarding involvement in the Residents' Council. The Peninsula Regent administration shall meet with the Residents' Council whenever reasonably requested to do so by the Residents' Council. The Residents' Council shall have no legal or contractual right to direct, manage or operate The Peninsula Regent, or any portion thereof. However, BASS will consult with the Residents' Council and consider resident concerns and the overall welfare of The Peninsula Regent community. Please refer to the Amenity Manual (Exhibit D) for more information regarding the Residents' Council.

B. Family Council

The family members and representatives of residents have the right to form a Family Council composed of residents' family members, friends, representatives, and agents. When requested, BASS will make facilities at The Peninsula Regent available to relatives, friends, representatives, and agents of residents who wish to form or participate in a Family Council. For more information, please refer to the Amenity Manual (**Exhibit D**).

XI. TERMINATION OF THIS AGREEMENT

A. Cancellation Period

1. Cancellation.

Under California law, there will be a cancellation period of ninety (90) calendar days after you enter into the Purchase and Sale Agreement and this Residence and Care Agreement during which either BASS or you may cancel this Agreement with or without cause (the "Cancellation Period"). If BASS cancels this Agreement without cause, it will provide you

with thirty (30) calendar days written notice of such cancellation. If you cancel this Agreement, you will provide BASS with the written Notice of Cancellation attached to this Agreement as **Exhibit C**.

2. Non-Closure of Unit Sale.

In the event of such cancellation, the sale of your unit to BASS will not close as set forth in the Purchase and Sale Agreement and you will continue to own and occupy your unit under your Membership Agreement.

B. Termination by Resident after Cancellation Period

1. Termination and Repayment Benefit

You may terminate this Agreement at any time after the Cancellation Period for any reason by giving BASS ninety (90) calendar days' written notice, unless a shorter notice period is mutually agreed to in writing. Once a succeeding resident re-occupies your residence, you or your estate will be entitled to a Repayment Benefit equal to the principal amount of the promissory note provided to you upon the transfer of your unit to BASS (i.e., the value of your deemed Entrance Fee), as adjusted according to the terms of this Agreement and which payment will be due on the Repayment Benefit Due Date. Notwithstanding the foregoing, your Repayment Benefit and therefore the principal amount of your promissory note will be reduced by fifty percent (50%) in the event that you voluntarily terminate this Agreement within the two hundred seventy (270) day period following the end of your Cancellation Period. For the avoidance of doubt, the fifty percent (50%) repayment reduction applicable pursuant to the prior sentence shall not be applicable in the event the agreement terminates during that two hundred seventy (270) day period as a result of either your death or pursuant to Section XI.c.1(e) due to your need for a permanent higher level of care beyond the scope of The Peninsula Regent's licensure. BASS will make a good-faith effort to find a succeeding resident to re-occupy your residence. Residence Re-Occupancy Times in the Supplemental Document Tab set forth the average and longest amount of times that BASS has taken to have apartments re-occupied within the last five (5) calendar years. BASS will withhold from the Repayment Benefit any of your unpaid Monthly Fees or other charges and the costs of restoring your residence to its original clean condition, excluding ordinary wear and tear. The term "Repayment Benefit" as used in this

Agreement means an amount equal to the principal amount of the promissory note provided to you upon the transfer of your unit to BASS (i.e., your deemed Entrance Fee payment) as may be adjusted in accordance with the terms of this paragraph and other provisions of Article XI of this Agreement. For purposes of determining the Repayment Benefit Due Date, the terms “re-occupies” and “reoccupancy” are deemed to mean the date on which the succeeding resident executes a new Residence and Care Agreement and pays the then-applicable Entrance Fee (which may or may not necessarily be the date on which the new resident moves into the unit).

2. Interest Accrual.

Any Repayment Benefit that has not been paid to you or your estate within one hundred and eighty (180) days after termination of this Agreement shall thereafter accrue simple interest at the rate of four percent (4%) per annum. Any entrance fee repayment that has not been paid to you or your estate within two hundred and forty (240) days after termination of this Agreement shall thereafter accrue simple interest at the rate of six percent (6%) per annum. Any entrance fee repayment that has not been paid to you or your estate within six hundred and five (605) days after termination of this Agreement shall thereafter accrue interest at the rate of six percent (6%) per annum, compounded annually. Interest shall be payable at the time that the Repayment Benefit is paid.

3. Payment of Repayment Benefit.

BASS will provide your Repayment Benefit, together with any interest that is due, within fourteen (14) calendar days after a succeeding resident re-occupies your former residence after executing a Residence and Care Agreement and paying the then-applicable Entrance Fee. Such due date is referred to as the “Repayment Benefit Due Date” in this Agreement.

4. Possible Earlier Repayment

BASS in its discretion may repay all or a portion of your Repayment Benefit before the residence is actually re-occupied. This is entirely at the option of BASS and no resident can or should rely on its occurrence. Any decision by BASS to provide an early repayment in one case cannot be taken as indicting that BASS has adopted a practice of doing so or will do so in any other case.

5. Recipient of Repayment Benefit.

If you inform BASS in writing before this Agreement is terminated that your Repayment Benefit should be provided to a trust or to another individual or entity, BASS will make the Repayment Benefit payment to the trust, entity, or individual that you have designated.

C. Termination by BASS

1. Termination for Good Cause.

BASS may terminate this Agreement at any time for good cause, upon giving you ninety (90) calendar days' written notice. Good cause shall include, but not be limited to, the following:

- a. You fail to perform any of your obligations under this Agreement, including your obligation to pay your Monthly Fee and other charges;
- b. You or your guest's failure to abide by the rules or regulations of The Peninsula Regent, described in the Amenity Manual, as they now exist or as they may later be amended by BASS in its sole discretion;
- c. Your behavior or physical or mental condition creates a disturbance within The Peninsula Regent or is detrimental to others' health, safety or peaceful enjoyment of The Peninsula Regent or interferes with management of The Peninsula Regent;
- d. You made any material omission or misstatement (verbal or written) in your Resident Application, Financial Information Form, Medical Information Form, or any other documents filed with BASS by you or on your behalf;
- e. You (or both of you, if you are a couple) permanently transfer from The Peninsula Regent's premises due to a health condition that is beyond the scope of The Peninsula Regent's licensure;

- f. You transfer material assets for less than fair market value or waste your assets (e.g., by gift, bequest, or unnecessary expenditure) before or after signing this Agreement.

2. Limitation on Termination.

BASS shall not have good cause for termination under this Section and will not retaliate or discriminate against you if: (1) you (or your representative) file or lodge a formal or informal complaint with, or otherwise contact, the Department of Social Services, or any other state, county, or city agency, or any elected or appointed government official or other appropriate authority; or (2) you participate in an organization, affiliation or association of residents or engage in other similar lawful activity.

3. Financial Difficulty.

It is and shall continue to be the declared policy of BASS to operate as a nonprofit public benefit organization and not to terminate this Agreement solely by reason of your financial inability to pay your Monthly Fee or other charges. If you encounter financial difficulty making it impossible for you to pay your Monthly Fee or other charges, you shall be permitted to remain at The Peninsula Regent at a reduced monthly charge based on your ability to pay for so long as you establish facts to justify deferral of the usual charges, and the deferral of such charges can, in the sole discretion of BASS, be granted without impairing the ability of BASS to operate on a sound financial basis. The loss of revenue to BASS from any such deferral of charges will be borne by BASS and not be charged back to other members in their Monthly Fees. This provision shall be rendered inoperative if you have impaired your ability to meet your financial obligations by making gifts or other transfers. You agree that any Monthly Fees or other charges deferred pursuant to this section shall be treated as a loan to you from BASS. You further agree that all such deferred charges, plus interest at the maximum rate allowed by law, shall reduce any Repayment Benefit due to you.

4. Refund

If BASS terminates this Agreement after the Cancellation Period, you will be entitled to a refund of the amounts paid under this Agreement equal to (1) the amount of your Entrance Fee (i.e., value of your unit as transferred to BASS as set forth as the principal amount in the

promissory note provided to you upon the transfer) and (2) the Monthly Fees paid by you under this Agreement, minus the reasonable value of the accommodations, services, and care actually provided to you by BASS, in accordance with the California Health and Safety Code. The refund will be made to you within fourteen (14) calendar days after you “make your residence available” to BASS (that is, you vacate your residence, remove all your possessions from it, and restore it to its original clean condition, excluding normal wear and tear) or within ninety (90) calendar days after the date of the notice of termination, whichever is later. Any Processing Fee will not be refunded to you.

D. Death

1. Termination of Agreement.

This Agreement will terminate upon your death.

2. Repayment Benefit.

If you die during the Cancellation Period, BASS will proceed in accordance with the provisions of Section XI.A. If your death occurs after the Cancellation Period, your estate will receive a Repayment Benefit, in accordance with the provisions of Section XI.B. Any Processing Fee will not be refunded.

3. Monthly Fee Refunds.

BASS will provide written notification within three (3) days of your death to your responsible person or to any individual identified in this Agreement or any attachment of its policy regarding the termination of the Agreement, the removal of personal property from your residence, and the refund of Monthly Fees. Any person authorized by you, a responsible person identified in this Agreement or any attachment, or a court-appointed executor or administrator of your estate shall be free to remove your property during reasonable hours. You or your estate shall remain liable for the Monthly Fee until your residence is vacated and all your property has been removed from it. Following termination of this Agreement and within fifteen (15) days after your residence has been vacated and your property has been removed from it, BASS shall refund to you or your estate any unused portion of your final Monthly Fee.

E. Refund for Residence Upgrades, Special Features, or Modifications

If you have paid for any upgrades, special features, or modifications of your residence approved by BASS under Section IX.E and BASS cancels or terminates this Agreement, you shall receive a refund equal to the cost of such approved upgrades, special features, or modifications. You shall receive the refund within fourteen (14) calendar days after a new resident has executed a Care and Residence Agreement and paid the then-applicable Entrance Fee for your residence. You will not otherwise be entitled to receive a refund of any payments you have made for upgrades, special features or modifications to your residence, except for those that are deemed to have increased your Repayment Benefit as described in Section XI.F.1.

F. Possible Increases in Repayment Benefit

1. Renovations.

Your Repayment Benefit may be increased, if at all, with respect to any alterations, additions, or improvements to the unit (“Renovations”), but only if such Renovations were approved in advance in writing by BASS and, at the time of re-occupancy, are determined by BASS, in its sole discretion, to be acceptable for continued use without material modification or removal. As a condition to any such credit, you must provide documentation of costs reasonably satisfactory to BASS. Any value credited shall be determined by BASS in its sole discretion and shall not exceed the lesser of: (a) the documented cost of the Renovation, depreciated on a straight-line basis over a ten (10) year useful life from the date of completion, or (b) the amount, if any, by which such Renovation is determined by BASS to enhance the marketability of the Residence. BASS shall have no obligation to assign any value to any Renovation, and all determinations made by BASS under this Section shall be final and binding. No credit shall be given for any Renovation that was not approved in advance in writing or that does not comply with applicable laws or BASS requirements.

2. Entrance Fee from Successor Resident

If applicable, and only to the extent determined by BASS in its sole discretion, your Repayment Benefit may be increased by an amount not to exceed \$_____ (the “Maximum Additional Amount”), based on BASS’s evaluation of the entrance fee received upon re-occupancy of the unit. Any such increase, if provided, shall be determined by BASS in its sole discretion and may take into account such factors as BASS deems relevant, including without

limitation the amount of the successor resident's entrance fee, market conditions, and the terms of this Agreement. In no event shall any increase exceed the Maximum Additional Amount. You acknowledge and agree that (i) any such increase is not guaranteed, (ii) BASS has no obligation to provide any increase, (iii) any determination made with respect to other residents shall not create any right or expectation that a similar determination will be made in your case, and (iv) this provision does not confer any ownership interest or right to share in the appreciation of the unit.

G. Effect of Double Occupancy on Termination, Refunds, and Repayment Benefits.

If two (2) of you occupy your residence, and one resident terminates this Agreement, this Agreement shall continue in full force as to the remaining resident, and the Monthly Fee will be adjusted to single occupancy of the residence occupied. No refund or Repayment Benefit will be calculated or due until this Agreement is terminated with respect to the last remaining Resident. Any refund or Repayment Benefit due will be allocated on a fifty percent (50%) basis to each of you, unless otherwise agreed to in writing (see Section III.C.4 regarding allocation of Entrance Fees paid when two (2) of you sign this Agreement).

H. Deduction From Refund or Repayment Benefit for Unpaid Charges

You shall be responsible for paying the full Monthly Fee, less any vacancy credit, and other charges for expenses incurred by you until the date that you "make your residence available" to BASS, as that phrase is defined in Section XI.C.4 above. BASS will withhold from any refund or Repayment Benefit due to you under this Agreement all unpaid Monthly Fees and other charges, plus any applicable late charges and interest and the cost of any repairs to or replacement of BASS's property for damage caused by you, excluding ordinary wear and tear.

I. Release

Upon cancellation or termination of this Agreement, BASS's payment of the refund or Repayment Benefit as set forth above will release and discharge it from any and all obligations and liability to you; and this Agreement will be of no further force or effect.

J. Cancellation and Other Notices

All notices required by this Agreement shall be delivered to Providers to:

BAY AREA SENIOR SERVICES, INC.
c/o The Peninsula Regent
One Baldwin Avenue
San Mateo, CA 94401
Attention: Executive Director

With a copy to:

PACIFIC RETIREMENT SERVICES, INC.
One W. Main Street, Suite 303
Medford, OR 97501
Attention: General Counsel

Notices shall be delivered to you at your residence at The Peninsula Regent, or to your representative or executor at their given addresses. All such notices shall be effective when personally delivered or when deposited in the mail properly addressed with postage prepaid.

K. Duration

This Agreement will remain in effect until terminated under any of the provisions of this Section XI, Termination of This Agreement.

XII. RESPECTIVE RIGHTS OF RESIDENTS AND PROVIDERS

A. Admissions and Terminations

Arrangements and authority regarding admissions and terminations, and adjustments of rates and accommodations shall be vested in BASS, and residents shall not have the right to object to admissions, terms of admission, or termination of any other resident.

B. Different Residency Agreements

You understand that BASS may enter into Residence and Care Agreements with other persons which may contain terms different from those contained in this Agreement. Despite any such different terms in other Agreements, you understand and agree that this Agreement alone sets forth your rights and obligations with respect to BASS, and that you are not a third party beneficiary of any other Agreement.

C. Performance of Services by Third Parties

You acknowledge and accept that some services and functions to be performed by BASS

may be performed by third parties under contract with BASS.

D. Policies, Rules and Regulations

BASS may adopt reasonable written policies, rules and regulations, which will be set forth in the Amenity Manual (**Exhibit D**), for the mutual benefit of all residents of The Peninsula Regent, for the purpose of maintaining buildings and grounds in a pleasant, clean and orderly state, for preserving safety and good order, and for governing the care program. The Amenity Manual (**Exhibit D**), and any reasonable amendments, changes or additions which BASS may hereafter make are incorporated in this Agreement and shall be binding upon you as if fully set forth, provided that the provisions of the Amenity Manual (**Exhibit D**) shall in no way be in conflict with any of the terms and conditions of this Agreement.

E. Statement of Residents' Rights

The Supplemental Document Tab includes a "Statement of Residents' Rights" listing the rights that you enjoy under California law as a resident of The Peninsula Regent.

XIII. RESIDENT'S AFFAIRS AND EFFECTS

A. Removal, Repair or Relocation of Personal Property

BASS reserves the right to require removal, repair or relocation of your furniture, furnishings or effects, which BASS believes to be dangerous to you or to other residents or staff of The Peninsula Regent.

B. Conservatorship

In the event you become unable to handle your personal or financial affairs and do not have a duly authorized representative, you authorize BASS to apply to a court of competent jurisdiction for the appointment of a conservator of your person and estate. All fees and costs incurred by BASS in connection with the appointment shall be paid by you or from your estate.

C. Will; Trust; Powers of Attorney

Prior to taking occupancy at The Peninsula Regent, you are required to make provision by means of a will, trust, or other instrument for the final disposition upon your death of your unit, furniture, and other possessions and for payment of final expenses. In addition, prior to

taking occupancy, you are required to execute a durable power of attorney for financial transactions and an advance health care directive. If you wish, BASS will make a form for the advance health care directive available to you for completion and signature. You must provide copies of the other documents to BASS upon closing. In the event that you change any document during your residency, you must supply copies of the updated versions to BASS.

D. Relocation of Personal Property

In the event of a change of residence or your death, the expenses of relocating your property shall be paid by you or your representative. BASS shall use ordinary care in safeguarding your property, and shall have the right to remove and store property at your expense until it is removed by your personal representative.

XIV. MISCELLANEOUS

A. Financial Statements

The financial condition of Providers is described in the current audited financial statement in the Supplemental Document Tab. Upon request, you will receive subsequent annual reports of Providers.

B. Entire Agreement; Amendment

This Agreement is the entire agreement of the parties and may be amended only by a written amendment signed by authorized representatives of Providers and you.

C. Voting Rights

On each matter submitted to the vote of the residents of the Residents' Council pursuant to this Agreement, each resident shall be entitled to one (1) vote.

D. Severability

If a court declares any provision of this Agreement to be invalid, such finding shall not affect the validity of the remaining provisions of this Agreement and the Agreement shall otherwise remain in full force and effect.

E. California Law

This Agreement shall be interpreted in accordance with California law.

F. Heirs, Successors and Assigns

This Agreement shall be binding on your heirs, successors, and assigns.

G. Good Faith

Whenever, throughout the term of this Agreement, BASS and/or PRS shall make a decision or determination, it shall be made in the sole good-faith, reasonable discretion of BASS and/or PRS, as applicable, and nothing in this Agreement shall be deemed to limit their covenant of good faith and fair dealing.

H. Subordination to Secured Lender.

The Peninsula Regent is encumbered by a security interest in favor of U.S. Bank Trust Company, National Association, as master trustee, under that certain Second Amended and Restated Master Trust Indenture, dated as of October 1, 2024, between University Retirement Community at Davis, Inc., as obligated group representative, and U.S. Bank Trust Company, National Association, as master trustee, as amended and supplemented from time to time (the “Master Indenture”), and any claims you may have under this Agreement are subordinated to the rights of the secured lender.

XV. ARBITRATION AGREEMENT

A. Meet and Confer; Mediation; Agreement to Arbitrate

We encourage informal resolution of disputes and recommend that you approach us about any dispute you may have with us at The Peninsula Regent so that we may meet and confer in good faith to try to resolve the dispute. If Providers determine that the dispute cannot be resolved through that process, the parties will participate in non-binding mediation before proceeding to arbitration (where applicable). If the dispute is not resolved through such informal discussions (including mediation, if applicable), arbitration provides a mechanism for the parties to resolve disputes in a timely fashion, in a non-public setting, and in a manner that minimizes legal costs. Therefore, by signing below for this Section XV (the “Arbitration Agreement”), and

in consideration of the parties' mutual agreement to arbitrate, the parties agree that if informal resolution is not possible, any and all claims or disputes arising from or related to this Agreement or to your rights, obligations, care, or services at The Peninsula Regent shall be resolved by submission to neutral, binding arbitration in accordance with the Federal Arbitration Act. This Arbitration Agreement applies regardless of whether the claim is made against Providers, you, or any other individual or entity, and it includes, without limitation, personal injury and wrongful death claims. If the Federal Arbitration Act does not permit arbitration in accordance with this Arbitration Agreement, then the matter shall be arbitrated in accordance with State law.

B. Claims Not Subject to Arbitration

The parties agree that unlawful detainer and small claims court proceedings are summary proceedings that are more efficient and swifter than arbitration. Unlawful detainer claims are exempted from arbitration herein, in part, because Providers have a business need to have the living units occupied and adjudicating such claims in court allows for a more prompt resolution of such disputes, which is in the business interest of Providers and the best interest of the residents. Accordingly, the parties agree that any claim or dispute involving unlawful detainer proceedings (eviction), any claims that can be brought in small claims court, and any issues that cannot be arbitrated as a matter of law, shall not be subject to arbitration. In addition, to the extent required by law, claims involving your rights and obligations with regard to your accommodations, if any, shall not be subject to arbitration, consistent with Cal. Civil Code Section 1953(a)(4).

C. Claims Subject to Arbitration

Unless excluded under Section B of this Arbitration Agreement, all claims relating to this Agreement or to your rights or obligations at The Peninsula Regent, shall be subject to arbitration.

D. Delegation to the Arbitrator

The parties agree that an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability,

enforceability, or formation of this Arbitration Agreement, and including, without limitation, any claim that all or any part of this Arbitration Agreement is void or voidable.

E. Voluntary Waiver of Rights

By agreeing to arbitration under this Arbitration Agreement, the parties give up their constitutional right to have any such dispute decided in a court of law before a judge or jury, and instead accept the use of arbitration. The parties further waive their right to bring and/or participate as a member of any class or collective action, in any litigation or arbitration proceeding with respect to any such dispute.

F. Withdrawal

You may withdraw your agreement to arbitrate within thirty (30) days after signing this Arbitration Agreement by giving written notice of your withdrawal to us.

G. Right to File Complaints

Nothing in this Arbitration Agreement shall limit or restrict your right to file a complaint or grievance with or otherwise contact the Department of Social Services or the long-term care ombudsman.

H. Arbitration Administration, Procedures, and Costs

The arbitration shall be administered by the Judicial Arbitration and Mediation Services (“JAMS”) and shall be conducted in San Mateo County, California, by a single neutral arbitrator selected by JAMS, unless otherwise mutually agreed. The rules that apply in arbitration will be the rules established by JAMS for consumer cases depending on the type of case and amount in controversy. JAMS guidelines and rules can be found on the JAMS website, which are currently located here: <https://www.jamsadr.com/adr-rules-procedures>. In reaching a decision, the arbitrator shall prepare a written decision that includes findings of fact, the reasons underlying the decision, and conclusions of law. If JAMS is unable to administer the arbitration in accordance with the terms of this Arbitration Agreement, the parties shall select another arbitration administrator that is able to do so. If no such arbitration administrator is available, the parties shall select an arbitrator in accordance with the Federal Arbitration Act.

I. Survival and Severability

After termination of this Agreement, this Arbitration Agreement shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date. In the event that any part of this Arbitration Agreement is determined to be unenforceable, the remaining portions of the Arbitration Agreement shall remain valid and shall be enforced by the parties.

J. Acknowledgement; Signatures

By signing below, the parties warrant that they understand the significance of this Arbitration Agreement and voluntarily agree to be bound by it. You further acknowledge that agreeing to arbitration is not a condition of admission to The Peninsula Regent.

Signatures: _____ / _____

XVI. RESIDENT REPRESENTATIONS

By executing this Agreement, you represent and warrant, among other things, that you are free of communicable disease and have assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations under this Agreement to meet your ordinary and customary living expenses after assuming occupancy, and that all written representations made with respect to such matters by you or on your behalf to Providers are true. It is understood and agreed that your Care and Residency Application Forms and Statements of Financial Condition and Health History, previously submitted to The Peninsula Regent, are a part of this Agreement and any material misrepresentation or omission made by you in connection with these documents shall render this Agreement voidable at the option of Providers.

XVII. TERMINATION AS CONTINUING CARE RETIREMENT COMMUNITY

Under California Law, a continuing care retirement community is required to follow certain procedures in the event that its certificate of authority or license to operate as such is terminated or forfeited (see **Supplemental Document Tab**).

XVIII. RECEIPT OF DOCUMENTS

You certify that you have received printed copies of this Agreement, which includes the following:

(i) Charges for Additional Services (**Exhibit B**);

(ii) The Peninsula Regent Amenity Manual (**Exhibit D**); and

(iii) The Supplemental Document Tab. The Supplemental Document Tab consists of the following: Amenity Manual; Transfer and Review Procedure; Resident Retention Limitations; Statement of Residents' Rights; Providers' Financial Statements; Residential Temporary Relocation Policy and Procedure; Termination as Continuing Care Retirement Community Policy and Procedure; Five-Year History of Average Monthly Fees; Apartment Re-Occupancy Times; and CCRC Disclosure Statement (LIC 9273).

You, the resident or transferor, may cancel the transaction without cause at any time within ninety (90) days from the date you first occupy your living unit. See the attached "Notice of Cancellation" form (Exhibit C) for an explanation of this right.

Executed at San Mateo, California this ____ day of _____, 20__.

Resident

Resident

Trustee or Transferor

Trustee or Transferor

Name of Trust

Address of Trustee or Transferor

BAY AREA SENIOR SERVICES, INC.

By: _____

Title: _____

PACIFIC RETIREMENT SERVICES, INC

By: _____

Title: _____

NOTICE: THIS IS A CONTINUING CARE CONTRACT AS DEFINED BY PARAGRAPH (8) OF SUBDIVISION (C) OR SUBDIVISION (1) OF SECTION 1771 OF THE CALIFORNIA HEALTH AND SAFETY CODE. THIS CONTINUING CARE CONTRACT FORM HAS BEEN APPROVED BY THE STATE DEPARTMENT OF SOCIAL SERVICES AS REQUIRED BY SUBDIVISION (b) OF SECTION 1787 OF THE CALIFORNIA HEALTH AND SAFETY CODE. THE BASIS FOR THIS APPROVAL WAS A DETERMINATION THAT PROVIDERS HAVE SUBMITTED A CONTRACT THAT COMPLIES WITH THE MINIMUM STATUTORY REQUIREMENTS APPLICABLE TO CONTINUING CARE CONTRACTS. THE DEPARTMENT DOES NOT APPROVE OR DISAPPROVE ANY OF THE FINANCIAL OR HEALTH CARE COVERAGE PROVISIONS IN THIS CONTRACT. APPROVAL BY THE DEPARTMENT IS NOT A GUARANTEE OF PERFORMANCE OR AN ENDORSEMENT OF ANY CONTINUING CARE CONTRACT PROVISIONS. PROSPECTIVE TRANSFERORS AND RESIDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY CONSIDER THE BENEFITS AND RISKS OF THIS CONTINUING CARE CONTRACT AND TO SEEK FINANCIAL AND LEGAL ADVICE BEFORE SIGNING.

EXHIBIT A
CALCULATION OF UNIT VALUE

EXHIBIT B
CHARGES FOR ADDITIONAL SERVICES

EXHIBIT C
THE PENINSULA REGENT
NOTICE OF CANCELLATION FORM

Your first date of occupancy under this contract is: _____
_____.

You may cancel this transaction, without any penalty within ninety (90) calendar days from the above date. If you cancel, any property transferred, any payments made by you under this contract, and any negotiable instrument executed by you will be returned within fourteen (14) calendar days after making possession of the living unit available to the provider (i.e. The Peninsula Regent). Any security interest arising out of the transaction will be cancelled.

If you cancel, you are obligated to pay a reasonable Processing Fee to cover costs and to pay for the reasonable value of the services received by you from the provider up to the date you canceled or made available to the provider the possession of any living unit delivered to you under this contract, whichever is later.

If you cancel, you must return possession of any living unit delivered to you under this contract to the provider in substantially the same condition as when you took possession. Possession of the living unit must be made available to the provider within twenty (20) calendar days of your notice of cancellation. If you fail to make the possession of any living unit available to the provider, then you remain liable for performance of all obligations under this contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to The Peninsula Regent at 1 Baldwin Ave, San Mateo, CA 94401, no later than midnight of _____
_____.

I (we) hereby cancel this transaction.

(Date)

(Resident or Transferor's Signature)

(Resident or Transferor's Signature)

THE PENINSULA REGENT

NOTICE OF CANCELLATION FORM

**Your first date of occupancy under this contract is: _____
_____.**

You may cancel this transaction, without any penalty within ninety (90) calendar days from the above date. If you cancel, any property transferred, any payments made by you under this contract, and any negotiable instrument executed by you will be returned within fourteen (14) calendar days after making possession of the living unit available to the provider (i.e. The Peninsula Regent). Any security interest arising out of the transaction will be cancelled.

If you cancel, you are obligated to pay a reasonable Processing Fee to cover costs and to pay for the reasonable value of the services received by you from the provider up to the date you canceled or made available to the provider the possession of any living unit delivered to you under this contract, whichever is later.

If you cancel, you must return possession of any living unit delivered to you under this contract to the provider in substantially the same condition as when you took possession. Possession of the living unit must be made available to the provider within twenty (20) calendar days of your notice of cancellation. If you fail to make the possession of any living unit available to the provider, then you remain liable for performance of all obligations under this contract.

**To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to The Peninsula Regent at 1 Baldwin Ave, San Mateo, CA 94401, no later than midnight of _____
_____.**

I (we) hereby cancel this transaction.

(Date)

(Resident or Transferor's Signature)

(Resident or Transferor's Signature)

EXHIBIT D
SUPPLEMENTAL DOCUMENT TAB
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THE PENINSULA REGENT
AMENITY MANUAL

[See attachment]

THE PENINSULA REGENT

TRANSFER AND REVIEW PROCEDURE

The following Transfer and Review Procedure shall apply to transfers by Providers of residents from their independent or assisted living units for one of the grounds for transfer set forth in Section III.C of the Residence and Care Agreement. All transfer decisions made by Providers shall take into consideration the appropriateness and necessity of the transfer in light of the goal of promoting resident independence.

As set forth below, the Transfer and Review Procedure will involve the resident's "responsible person" at each stage, unless the resident makes a request to the contrary and is determined in writing to have no cognitive impairment. The resident's "responsible person" means an individual who has authority to act on behalf of the resident. This includes, but is not limited to, a conservator; a person authorized as agent in the resident's advance health care directive; the resident's spouse, registered domestic partner, or family member; a person designated by the resident; or any other surrogate decision-maker designated in accordance with statutory and case law. Where one or more responsible person is involved, any reference in this Transfer and Review Procedure to participation by the resident in the decision-making process shall be taken also as a reference to participation by such individual or individuals.

I. ASSESSMENT

A. Notice. Providers will make a formal assessment of the resident's condition. Prior to doing so, Providers will notify the resident and any responsible person in writing of the assessment process and will provide a copy of the Statement of Resident's Rights (see Supplemental Document Tab). The notice will state that the assessment will serve as the basis for Providers' level of care decision and will cover: (1) a description and explanation of the assessment process, which shall include, but not be limited to, an evaluation of the physical and cognitive capabilities of the resident; (2) the resident's right to request that the responsible person not be involved in the process if the resident does not have any impairment of cognitive abilities; (3) the resident's right to request involvement of family members and of the resident's physician or other appropriate health professional; and (4) notice that an assessment tool will be used in determining the appropriateness of any transfer. Providers will advise the resident of the tool to be used, and give a copy of the completed assessment, including scoring and evaluating criteria, to the resident or the resident's responsible person. As part of the assessment, Providers may interview the resident regarding the resident's condition. If necessary, Providers will retain a physician to perform a private physical examination, at which the responsible person and the resident's physician or other appropriate health professional may be present with the resident's permission.

B. Decision. Providers will notify the resident in writing of (1) the results of the assessment (including a copy of the completed assessment tool or tools); and (2) if a decision has been made to transfer the resident, a confirmation of the forthcoming initial care conference, including date, time, and place, to explain the

reasons for the transfer. The notice will also record the resident's decision concerning the involvement of the responsible person and others in the process.

II. INITIAL CARE CONFERENCE

At the initial care conference, Providers will explain the reasons for the transfer and discuss them with the resident and others in attendance. Others in attendance will include the responsible person unless the resident has requested that the responsible person not be present. They also will include, upon the resident's or the responsible person's request, the resident's family members and the resident's physician or other appropriate health professional. A written record of the conference will include (1) the time, date, and place of the conference; (2) names of all attendees, including the resident, responsible persons, and requested family and health care professionals; (3) the substance of Providers' transfer decision; and (4) an explanation of the decision based on the results of the assessment.

III. NOTICE OF TRANSFER

Following the initial care conference, Providers will notify the resident and responsible person in writing of its decision regarding the transfer. If a decision has been made to transfer the resident, the notice will include (1) the reasons for the decision; (2) the date that the resident received the notice; (3) the effective date of the transfer (which will be at least thirty (30) calendar days after the date that the resident received the written notice, except where the health or safety of the resident or other residents is in danger, where the transfer is required by the resident's urgent medical needs, or where Providers and the resident agree otherwise); (4) the designated level of care or location to which the resident will be transferred; (5) the resident's right to request that the transfer decision be reviewed at a second care conference; (6) the resident's right, if the transfer decision is disputed after the second care conference, to have the California Department of Social Services determine if the transfer was appropriate and necessary and Providers followed the proper transfer process; and (7) the name, address, and telephone number of the Department's Continuing Care Branch.

IV. SECOND CARE CONFERENCE

A. Request by Resident. If the initial care conference results in a decision to transfer, the resident may request a second care conference to review and dispute the decision.

B. Documentation. Following the second care conference, Providers will assemble documentation of the resident's medical reports, other materials showing the resident's current mental and physical capabilities, the resident's prognosis, and the expected duration of relevant conditions, if applicable. The documentation shall include an explanation of how the criteria set out in Article III.C.1 of the Agreement are met. Providers will make copies of the documentation available to the resident or the resident's responsible person within five (5) business days of the conference.

C. Conference. At the second care conference, Providers will review the transfer decision with members of its interdisciplinary team, the resident and others in attendance. Others in attendance will include the responsible person unless the resident has requested that the responsible person not be present. They also will include, upon the resident's or the responsible person's request, the resident's family members and the resident's physician or other appropriate health professional. Upon the resident's, the responsible person's, or Providers' request, they also will include the local long-term care ombudsperson.

D. Decision. Following the second care conference, Providers will notify the resident in writing of its decision regarding the transfer, including the reasons. They also will notify the resident of the right to have the transfer decision reviewed by the California Department of Social Services to determine whether the transfer is appropriate and necessary and whether Providers followed the proper procedures; and will provide the name, address, and telephone number of the Department's Continuing Care Branch.

V. DEPARTMENT REVIEW

In the event that a review by the Department is requested, Providers will furnish all existing documentation to the Department. After a prompt and timely review, the Department will determine, in writing, whether the transfer is appropriate and necessary and whether Providers complied with the transfer process set forth in this Transfer and Review Procedure and in California law. The Department will provide a description of the steps Providers took and the factors Providers considered in deciding to transfer the resident, including the assessment tool or tools and the scoring and evaluating criteria used by Providers to justify the transfer.

VI. CARE OF RESIDENT

Pending a final decision regarding transfer, Providers will specify any additional care that it believes is necessary in order for the resident to remain at The Peninsula Regent. The resident will be responsible for the costs of any such care. In the event of an eventual transfer, Providers will offer sufficient preparation and orientation to the resident to ensure a safe and orderly transfer and to minimize trauma.

THE PENINSULA REGENT

MEMBER RETENTION LIMITATIONS

The Peninsula Regent is licensed as a residential care facility for the elderly (“RCFE”). California law requires RCFEs to inform new residents in writing of any retention limitations set by the State or by Providers, including any limitations or restrictions on Providers’ abilities to meet residents’ needs. In accordance with these laws and Providers’ policies, Providers may transfer you to an outside facility, as appropriate, if Providers determine that any of the following grounds exist:

- a. You do not meet the retention requirements established by State law and the Department of Social Services regulations;
- b. You present an immediate physical threat or danger to yourself or others;
- c. You have active communicable tuberculosis or another similar communicable disease;
- d. You require 24-hour skilled nursing or intermediate care;
- e. You are not elderly and have needs in conflict with other residents or the programs of services offered, or require more care and supervision than other residents;
- f. You have a primary need for care and supervision that results from dementia or a mental disorder resulting in ongoing behavior which would upset the general resident group, or which would require Providers to provide to you a greater amount of care and supervision than other residents at The Peninsula Regent, or if you cannot generally benefit from the program of services available at The Peninsula Regent;
- g. You are “bedridden” (other than for a temporary illness or for recovery from surgery) as defined by State law and licensing regulations;
- h. You refuse to accept services required for Providers to meet your needs;
- i. You have health care or other needs that cannot be met at Providers for reasons such as licensure, design or staffing;
- j. Your personal physician has determined that you require services not available at The Peninsula Regent;
- k. Your condition changes so that you are considered a wandering risk or you are unable to respond to verbal instructions in an emergency;
- l. You have stage 3 or stage 4 pressure sores;

- m. You require gastrostomy care;
- n. You have a staph infection or other serious infection;
- o. You depend on others to perform all activities of daily living, as set forth in the RCFE regulations; or
- p. You have a tracheostomy.

THE PENINSULA REGENT

STATEMENT OF RESIDENTS' RIGHTS

Providers shall give a copy of this Statement of Residents' Rights to each resident at or before the time the resident signs a continuing care contract, and at any time when the resident is proposed to be moved to a different level of care within or outside the continuing care retirement community.

I. RESIDENT RIGHTS UNDER CONTINUING CARE CONTRACT STATUTE

Cal. Health and Safety Code Section 1771.7 grants the following rights to residents of continuing care retirement communities:

A. No resident of a continuing care retirement community shall be deprived of any civil or legal right, benefit, or privilege guaranteed by law, by the California Constitution, or by the United States Constitution solely by reason of status as a resident of a community. In addition, because of the discretely different character of residential living accommodation programs that are a part of continuing care retirement communities, the continuing care contract statute resident rights shall augment the rights enumerated in the law and regulations for skilled nursing facilities [Cal. Health & Safety Code §1599 *et seq.*; 22 C.C.R. §72527], the law and regulations for residential care facilities for the elderly [Cal. Health & Safety Code §1569.269; 22 C.C.R. §87468], and other applicable state and federal law and regulations.

B. A prospective resident of a continuing care retirement community shall have the right to visit each of the different care levels and to inspect assisted living and skilled nursing home licensing reports including, but not limited to, the most recent inspection reports and findings of complaint investigations covering a period of no less than two years, prior to signing a continuing care contract.

C. All residents in residential living units shall have all of the following rights:

1. To live in an attractive, safe, and well maintained physical environment.
2. To live in an environment that enhances personal dignity, maintains independence, and encourages self-determination.
3. To participate in activities that meet individual physical, intellectual, social, and spiritual needs.
4. To expect effective channels of communication between residents and staff, and between residents and the administration or provider's governing body.

5. To receive a clear and complete written contract that establishes the mutual rights and obligations of the resident and the continuing care retirement community.
6. To manage his or her financial affairs.
7. To be assured that all donations, contributions, gifts, or purchases of provider-sponsored financial products shall be voluntary, and may not be a condition of acceptance or of ongoing eligibility for services.
8. To maintain and establish ties to the local community.
9. To organize and participate freely in the operation of independent resident organizations and associations.
10. To freely exercise all rights pursuant to Section 1771.7 of the Cal. Health & Safety Code, in addition to political rights, without retaliation by the provider.

II. RESIDENT RIGHTS UNDER RCFE STATUTE

Under the licensing statute governing residential care facilities for the elderly, residents have the rights set forth below [Cal. Health & Safety Code §§1569.269 & 1569.318].

A. Residents have the following specific rights:

1. To be accorded dignity in their personal relationships with staff, residents, and other persons.
2. To be granted a reasonable level of personal privacy in accommodations, medical treatment, personal care and assistance, visits, communications, telephone conversations, use of the Internet, and meetings of resident and family groups.
3. To confidential treatment of their records and personal information and to approve their release, except as authorized by law.
4. To be encouraged and assisted in exercising their rights as citizens and as residents of the facility. Residents shall be free from interference, coercion, discrimination, and retaliation in exercising their rights.
5. To be accorded safe, healthful, and comfortable accommodations, furnishings, and equipment.
6. To care, supervision, and services that meet their individual needs and are delivered by staff that are sufficient in numbers, qualifications, and competency to meet their needs.

7. To be served food of the quality and in the quantity necessary to meet their nutritional needs.
8. To make choices concerning their daily life in the facility.
9. To fully participate in planning their care, including the right to attend and participate in meetings or communications regarding the care and services to be provided, and to involve persons of their choice in the planning process. The licensee shall provide necessary information and support to ensure that residents direct the process to the maximum extent possible, and are enabled to make informed decisions and choices.
10. To be free from neglect, financial exploitation, involuntary seclusion, punishment, humiliation, intimidation, and verbal, mental, physical, or sexual abuse.
11. To present grievances and recommend changes in policies, procedures, and services to the staff of the facility, the facility's management and governing authority, and to any other person without restraint, coercion, discrimination, reprisal, or other retaliatory actions. The licensee shall take prompt actions to respond to residents' grievances.
12. To contact the State Department of Social Services, the long-term care ombudsman, or both, regarding grievances against the licensee. The licensee shall post the telephone numbers and addresses for the local offices of the State Department of Social Services and ombudsman program conspicuously in the facility foyer, lobby, residents' activity room, or other location easily accessible to residents.
13. To be fully informed, as evidenced by the resident's written acknowledgement, prior to or at the time of admission, of all rules governing residents' conduct and responsibilities. All rules established by a licensee shall be reasonable and shall not violate any rights set forth in this chapter or in other applicable laws or regulations.
14. To receive in the admission agreement a comprehensive description of the method for evaluating residents' service needs and the fee schedule for the items and services provided, and to receive written notice of any rate increases.
15. To be informed in writing at or before the time of admission of any resident retention limitations set by the state or licensee, including any limitations or restrictions on the licensee's ability to meet residents' needs.
16. To reasonable accommodation of individual needs and preferences in all aspects of life in the facility, except when the health or safety of the individual or other residents would be endangered.
17. To reasonable accommodation of resident preferences concerning room and roommate choices.

18. To written notice of any room changes at least 30 days in advance unless the request for a change is agreed to by the resident, required to fill a vacant bed, or necessary due to an emergency.

19. To share a room with the resident's spouse, domestic partner, or a person of resident's choice when both spouses, partners, or residents live in the same facility and consent to the arrangement.

20. To select their own physicians, pharmacies, privately paid personal assistants, hospice agency, and health care providers, in a manner that is consistent with the resident's contract of admission or other rules of the facility, and in accordance with this act.

21. To have prompt access to review all of their records and to purchase photocopies. Photocopied records shall be promptly provided, not to exceed two business days, at a cost not to exceed the community standard for photocopies.

22. To be protected from involuntary transfers, discharges, and evictions in violation of state laws and regulations. Facilities shall not involuntarily transfer or evict residents for grounds other than those specifically enumerated under state law or regulations, and shall comply with enumerated eviction and relocation protections for residents. For purposes of this paragraph, "involuntary" means a transfer, discharge, or eviction that is initiated by the licensee, not by the resident.

23. To move from a facility.

24. To consent to have relatives and other individuals of the resident's choosing visit during reasonable hours, privately and without prior notice.

25. To receive written information on the right to establish an advanced health care directive and the licensee's written policies on honoring those directives.

26. To be encouraged to maintain and develop their fullest potential for independent living through participation in activities that are designed and implemented for this purpose.

27. To organize and participate in a resident council that is established in accordance with the law.

28. To protection of their property from theft or loss in accordance with Sections 1569.152, 1569.153, and 1569.154 of the Cal. Health & Safety Code.

29. To manage their financial affairs. A licensee shall not require residents to deposit their personal funds with the licensee. Except as provided in approved continuing care agreements, a licensee, or a spouse, domestic partner, relative, or employee of a licensee, shall not do any of the following:

- (A) Accept appointment as a guardian or conservator of the person or estate of a resident.
- (B) Become or act as a representative payee for any payments made to a resident, without the written and documented consent of the resident or the resident's representative.
- (C) Serve as an agent for a resident under any general or special power of attorney.
- (D) Become or act as a joint tenant on any account with a resident.
- (E) Enter into a loan or promissory agreement or otherwise borrow money from a resident without a notarized written agreement outlining the terms of the repayment being given to the resident.

30. To keep, have access to, and use their own personal possessions, including toilet articles, and to keep and be allowed to spend their own money, unless limited by statute or regulation.

31. To request, refuse, or discontinue a service.

B. A licensed residential care facility for the elderly shall not discriminate against a person seeking admission or a resident based on sex, race, color, religion, national origin, marital status, registered domestic partner status, ancestry, actual or perceived sexual orientation, or actual or perceived gender identity.

C. No provision of a contract of admission, including all documents that a resident or his or her representative is required to sign as part of the contract for, or as a condition of, admission to a residential care facility for the elderly, shall require that a resident waive benefits or rights to which he or she is entitled under this chapter or provided by federal or other state law or regulation.

D. Residents' family members, friends, and representatives have the right to organize and participate in a family council that is established in accordance with the law.

E. Except where indicated as a result of professionally reasonable clinical judgement, it is unlawful for a long-term care facility or facility staff to take any of the following actions wholly or partially on the basis of a person's actual or perceived sexual orientation, gender identity, gender expression, or human immunodeficiency virus (HIV) status:

1. Deny admission to the facility, transfer or refuse to transfer a resident within the facility or to another facility, or discharge or evict a resident from the facility.

2. Deny a request by residents to share a room.
3. Where rooms are assigned by gender, assigning, reassigning, or refusing to assign a room to a transgender resident other than in accordance with the transgender resident's gender identity, unless at the transgender resident's request.
4. Prohibit a resident from using, or harass a resident who seeks to use or does use, a restroom available to other persons of the same gender identity, regardless of whether the resident is making a gender transition or appears to be gender-nonconforming. Harassment includes, but is not limited to, requiring a resident to show identity documents in order to gain entrance to a restroom available to other persons of the same gender identity.
5. Willfully and repeatedly fail to use a resident's preferred name or pronouns after being clearly informed of the preferred name or pronouns.
6. Deny a resident the right to wear or be dressed in clothing, accessories, or cosmetics that are permitted for any other resident.
7. Restrict a resident's right to associate with other residents or with visitors, including the right to consensual sexual relations, unless the restriction is uniformly applied to all residents in a nondiscriminatory manner. This section does not preclude a facility from banning or restricting sexual relations, as long as the ban or restriction is applied uniformly and in a nondiscriminatory manner.
8. Deny or restrict medical or nonmedical care that is appropriate to a resident's organs and bodily needs, or provide medical or nonmedical care in a manner that, to a similarly situated reasonable person, unduly demeans the resident's dignity or causes avoidable discomfort.

III. RESIDENT RIGHTS UNDER RCFE REGULATIONS

A. Pursuant to Section 87468 of Title 22 of the California Code of Regulations, each resident shall have personal rights, which include, but are not limited to, the following:

1. To be accorded dignity in his/her personal relationships with staff, residents, and other persons.
2. To be accorded safe, healthful and comfortable accommodations, furnishings and equipment.
3. To be free from corporal or unusual punishment, humiliation, intimidation, mental abuse, or other actions of a punitive nature, such as withholding of monetary allowances or interfering with daily living functions such as eating or sleeping patterns or elimination.

4. To be informed by the licensee of the provisions of law regarding complaints and of procedures to confidentially register complaints, including, but not limited to, the address and telephone number of the complaint receiving unit of the licensing agency.
5. To have the freedom of attending religious services or activities of his/her choice and to have visits from the spiritual advisor of his/her choice. Attendance at religious services, either in or outside the facility, shall be on a completely voluntary basis.
6. To leave or depart the facility at any time and to not be locked into any room, building, or on facility premises by day or night. This does not prohibit the establishment of house rules, such as the locking of doors at night, for the protection of residents; nor does it prohibit, with permission of the licensing agency, the barring of windows against intruders.
7. To visit the facility prior to residence along with his/her family and responsible persons.
8. To have his/her family or responsible persons regularly informed by the facility of activities related to his care or services including ongoing evaluations, as appropriate to the resident's needs.
9. To have communications to the facility from his/her family and responsible persons answered promptly and appropriately.
10. To be informed of the facility's policy concerning family visits and other communications with residents, as specified in Cal. Health and Safety Code Section 1569.313.
11. To have his/her visitors, including ombudspersons and advocacy representatives permitted to visit privately during reasonable hours and without prior notice, provided that the rights of other residents are not infringed upon.
12. To wear his/her own clothes; to keep and use his/her own personal possessions, including his/her toilet articles; and to keep and be allowed to spend his/her own money.
13. To have access to individual storage space for private use.
14. To have reasonable access to telephones, to both make and receive confidential calls. The licensee may require reimbursement for long distance calls.
15. To mail and receive unopened correspondence in a prompt manner.
16. To receive or reject medical care, or other services.
17. To receive assistance in exercising the right to vote.
18. To move from the facility.

B. You have the right to contact the Department of Social Services, the Long-Term Care Ombudsman, or both, regarding grievances.

C. The appropriate licensing agency to contact regarding complaints is:

Department of Social Services
Community Care Licensing Office
851 Traeger Ave., Suite 360, MS 27-15
San Bruno, CA 94066
Telephone: (650) 266-8800
Facsimile: (650) 266-8841
<https://www.cdss.ca.gov/inforesources/community-care-licensing>

D. The Long Term Care Ombudsman is intended to be a resource for (1) accessing additional information regarding resident care at the facility; and (2) reporting resident care complaints. The local Ombudsman office to contact is:

Long Term Care Ombudsman Program
Ombudsman Services of San Mateo County, Inc.
1455 Madison Ave, Redwood City, CA 94061
Telephone: (650) 780-5707
Facsimile: (650) 364-5399
Email address: info@ossmc.org
Website: <https://ossmc.org>

E. To report known or suspected elder abuse, you may contact the Executive Director or any supervisor at the facility. You may also contact the Statewide Ombudsman Toll Free 24-Hour CRISIS line at (800) 231-4024 or the Local Ombudsman's Office at (650) 780-5707.

By signing below, you acknowledge that you have been personally advised of and received copies of the rights set forth above in the Health and Safety Code and in Title 22 of the California Code of Regulations at the time of your admission:

Resident: _____ **Date:** _____

Resident's Representative: _____ **Date:** _____

THE PENINSULA REGENT
PROVIDERS' FINANCIAL STATEMENTS

[See attachment]

THE PENINSULA REGENT

RESIDENTIAL TEMPORARY RELOCATION

In the event that Providers must relocate you from your residence at The Peninsula Regent for a period of 9 months or more due to a change of use or major repairs or renovations in the common areas, Providers will follow the procedures set forth below. Those procedures summarize requirements in the California continuing care law, copies of which are available from The Peninsula Regent's administrative office. They do not apply to relocations caused by a natural disaster this is out of The Peninsula Regent's control.

A. Notice and Preparation

1. Providers will notify you at least 60 days in advance of the residential temporary relocation (the "Relocation").
2. Providers will meet with you, and at your request, family members or other individuals, at least 30 days in advance of the Relocation to discuss all aspects of the Relocation, including, but not limited to, applicable rights, requirements, and procedures.
3. Providers will provide you written notice of the meeting referenced in paragraph 2, above, at least 7 days in advance of the meeting. The notice will include all of the following:
 - a. The date of the Relocation.
 - b. The available replacement living accommodations and corresponding monthly fees.
 - c. The time when you will be able to inspect the replacement accommodations.
 - d. The estimated date when you will be able to return to your residence at The Peninsula Regent or move to substitute permanent accommodations.
4. The Relocation will be to available alternate accommodations that provide services, size, features, and amenities most closely comparable to your residence at The Peninsula Regent, in either (i) The Peninsula Regent, (ii) any continuing care retirement community that BASS operates within a 30-mile radius of The Peninsula Regent, or (iii) an alternate facility ("Alternate Facility").
5. Providers will arrange and pay for the costs incurred in your move to alternate accommodations, as well as for the costs eventually incurred in moving back to your residence at The Peninsula Regent. Providers also will pay any furniture or other storage costs incurred as a result of the Relocation.

6. If the Relocation lasts for 18 months or less, you will continue to pay the Monthly Fee to Providers in accordance with your Residence and Care Agreement (the “Agreement”) or the monthly fee in any Alternate Facility, whichever is less. Providers will make any such payments directly to any Alternate Facility to which you have relocated.

7. Upon your or your representative’s request, Providers will make available the services of a licensed medical or geriatric professional to advise you, your representative, and The Peninsula Regent regarding the Relocation. Providers may place a reasonable limit on the cost of such services.

8. Providers will identify any unique service and care needs that you have, as they are affected by the Relocation, and Providers will incorporate them into your written plan of care.

B. Return to Residence and Other Options

Providers will notify you at least 60 days in advance of your return to your residence at The Peninsula Regent and will give you subsequent notices 30 and 7 days before the return date.

C. Relocations Exceeding 18 Months

1. If the Relocation will exceed 18 months, you will have the right to terminate the Agreement and to choose any of the options available to residents in the event that The Peninsula Regent ceases to operate as a continuing care retirement community. These options are set forth in the Policy and Procedure on Termination as Continuing Care Retirement Community (see **Supplemental Document Tab**).

2. If Providers determine that the Relocation will exceed 18 months, they may extend the Relocation period for up to 6 months if you agree to the extension in writing. The written agreement will state that, by signing, you waive all rights during the extension period set forth in the Policy and Procedure on Termination as Continuing Care Retirement Community (see **Supplemental Document Tab**).

THE PENINSULA REGENT

TERMINATION AS CONTINUING CARE RETIREMENT COMMUNITY

Bay Area Senior Services, Inc. (“BASS”) and Pacific Retirement Services, Inc. (“PRS”) (BASS and PRS are collectively referred to as “Providers”) will follow the procedures set forth below in the event that their certificate of authority or license to operate The Peninsula Regent as a continuing care retirement community (“CCRC”) is terminated or forfeited, with the result that Providers are no longer authorized to provide services to residents under the Residence and Care Agreement (a “Termination”). In that case, residents may remain in their units at The Peninsula Regent or move to some other setting in accordance with the options set forth below. The provisions below do not apply to a decision to cease operating as a CCRC and to close The Peninsula Regent due to a natural disaster or other event out of Providers’ control. They summarize the requirements in California Health & Safety Code §§1793.80 through 1793.83, as they apply to a CCRC condominium community like The Peninsula Regent. A copy of that law is available from The Peninsula Regent’s administrative office.

1. At least 120 days prior to the intended date of any Termination, Providers shall give residents, their designated representatives, and the California Department of Social Services (“DSS”) a specific written notice, required by statute, which includes:
 - a. The proposed date of Termination.
 - b. A statement that no action will be taken to terminate services under the Residence and Care Agreement until Providers have filed a written termination plan with DSS, the residents and their designated representatives, and the local long-term care ombudsman program. At the time that it gives notice, Providers will cease to enter into any new continuing care agreements with incoming residents.
 - c. A description of resident rights, including the options (“Resident Options”) to: i) sell the unit at The Peninsula Regent and relocate to a CCRC not owned or operated by an affiliate of Providers; ii) receive monetary compensation from Providers equal to the value of the remainder of the Residence and Care Agreement (option expires 120 days after resident selects option (i) above); or iii) negotiate another mutually satisfactory resolution with Providers. Accommodations under paragraph (c)(i) shall be, overall, comparable in cost, size, services, features, and amenities to the unit being vacated and shall include compensation by Providers for the resident’s reasonable costs of moving, storage (if applicable), and transportation.
2. At least 90 days prior to Termination, Providers will provide to DSS, the residents of The Peninsula Regent, their designated representatives, and the local long-term care ombudsman program, a written closure and relocation plan (“the Plan”) containing all of the following information:
 - a. The number of affected residents at each level of care in The Peninsula Regent.
 - b. An assessment of unique service and care needs, if applicable, for residents receiving special care or assisted living services; for residents requiring

assistance with three or more activities of daily living; and for other residents requesting it.

c. An explanation of how comparable care, if applicable, and comparable replacement accommodations, if desired, will be provided.

d. A detailed description of the services Providers will provide to residents who will be relocating to assist them in the process, such as, reasonable costs of moving, storage (if applicable), and transportation arranged in consultation with the resident and his or her designated representative, and paid for directly by Providers.

e. The names and addresses of any other CCRCs within 30 miles of The Peninsula Regent that provide accommodations and care comparable to that offered at The Peninsula Regent, and whether such CCRCs have available openings.

f. A description of how Providers will offer and implement the Resident Options, including: 1) a description of any replacement facility and the procedure by which a resident can select a replacement facility; 2) a statement that residents will not be required to pay more than they are paying for comparable accommodations and care at the time of Termination, except for normal rate increases; and 3) a statement that any proposed monetary compensation shall be fair and reasonable and represent the estimated cost to the resident of securing comparable care (for residents who remain at The Peninsula Regent) and comparable replacement accommodations and care (for residents who sell their units and leave The Peninsula Regent) under terms similar to the Residence and Care Agreement.

g. A statement that Providers will make available, on request and subject to reasonable cost limitations, a licensed medical or geriatric professional to advise the resident, the resident's representative, and Providers regarding the relocation.

3. Within 30 days of submitting the Plan to DSS, Providers shall establish a reserve or trust fund, or secure a performance bond (the "Security"), in an amount sufficient to cover the cost and to ensure the fulfillment of the obligations and commitments associated with implementing the Plan and the Resident Options. The Security shall be funded with qualifying assets approved by DSS and shall not be subject to any liens, judgments, garnishments, or creditor's claims.

4. Providers shall submit monthly progress reports to DSS detailing the progress and problems associated with the Termination, until all residents have settled on their accommodations and all required payments to, or on behalf of, residents are made.

THE PENINSULA REGENT
FIVE-YEAR HISTORY OF AVERAGE MONTHLY FEES

[See attachment]

THE PENINSULA REGENT
APARTMENT RE-OCCUPANCY TIMES

This part of the Supplemental Document Tab sets forth re-occupancy times for apartments at The Peninsula Regent that are occupied under Residence and Care Agreements (Continuing Care). It will be completed and regularly updated as soon as The Peninsula Regent has relevant information to share.

The average and longest amounts of time that The Peninsula Regent has taken to have successor residents re-occupy apartments under Residence and Care Agreements (Continuing Care) within the last five (5) calendar years, are as follows:

Average Re-Occupancy Time: __ months*

Longest Re-Occupancy Time: __ months

* This includes units that have been vacated during the 5-year period but have not been re-occupied at the end of that period. The re-occupancy time for these units is calculated from the time that the unit was vacated until the end of the 5-year period.